

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into on the 15th day of October, 2015, by and between the City of Tempe, an Arizona municipal corporation ("City"), and **Gannett Fleming, Inc.** a Delaware corporation ("Consultant").

City engages Consultant to perform professional services for a project known and described as **Existing Dam Decommissioning – Tempe Town Lake**, Project No. **6504224** ("Project").

1. SERVICES OF CONSULTANT

Consultant shall perform the following professional services to City in conformance with applicable professional standards and in accordance with the degree of care and skill that a registered professional in Arizona would exercise under similar conditions:

- 1.1. Consultant shall provide engineering services, as described in Exhibit "A" attached.
- 1.2. Consultant has assigned Stewart Vaghti as the project manager for this Contract. Prior written approval by City is required in the event Consultant needs to change the project manager. Consultant shall submit the qualifications of the proposed substituted personnel to City for approval prior to any substitution or change.
- 1.3. Consultant shall follow and comply with the Arizona Utility Coordinating Committee's Public Improvement Project Guide and the City's Utility Permit and Construction Manual, latest revisions, as directed by City.
- 1.4. Consultant shall prepare plans and technical specifications per the requirements of the applicable chapters of the City's Engineering Design Criteria Manual, latest revision, and the Maricopa Association of Governments (MAG) Uniform Standard Details for Public Works Construction as amended by City. All plans shall be prepared on CADD as required by City. The final original plans shall be submitted on 3 ml double matte black line mylar and shall be 24" x 36" in size.
- 1.5. Consultant shall submit all final construction documents in both hard copy and electronic format. Plans shall be MicroStation or AutoCAD compatible and all other documents shall be Microsoft Office compatible. The software version used shall be compatible to current City standards. Other support documents, for example, structural calculations, drainage reports and geotechnical reports, shall be submitted in hard copy only.

- 1.6. Consultant shall perform the work in a manner and at times which do not impede or delay City's operations and/or functions.
- 1.7. Consultant shall be solely responsible for any repair, replacement, remediation and/or clean-up of any physical damage done by Consultant including any unanticipated impairment of access to City or other lawful invitees, by such Consultant's work performed at the site on this Project.

2. TERM OF CONTRACT

Consultant shall complete all services by August 1, 2016. In the event delays are experienced beyond the control of Consultant, the schedule may be revised as determined by City in its sole discretion, and pursuant to Section 3, Consultant's Compensation.

3. CONSULTANT'S COMPENSATION

- 3.1. The method of payment for this Contract is payment by installments. Total compensation for the services performed shall not exceed \$141,592.00, unless otherwise authorized by City. This fee includes an allowance of \$1,100.00 for reimbursable expenses, which in no event will ever be more than actual cost.

- 3.2. Payment for this Contract shall be based on the following Budget Schedule:

<u>Task Description</u>	<u>Method</u>	<u>Amount</u>
Engineering Services	Hourly, Not to Exceed	\$140,492.00
Subtotal Task Amount:		\$140,492.00
<u>Allowances</u>	<u>Method</u>	<u>Amount</u>
Reimbursable Expenses	Not to Exceed	\$1,100.00
Subtotal Allowances Amount:		\$1,100.00
Total Compensation Not to Exceed:		\$141,592.00

- 3.3. City shall pay Consultant by installments, each installment based upon monthly progress reports and related, detailed invoices submitted by Consultant. Submittals shall be based on the Budget Schedule and shall include supporting documentation for all Allowances. If Budget Schedule includes an Allowance for reimbursable expenses, in no event will payment exceed actual cost. Invoices shall include job titles and hourly rates when applicable. Hourly rates are established in the attached Exhibit "A" incorporated hereby by this reference and are in effect for the entire Contract term unless City provides written authorization for an hourly rate increase. Consultant shall not exceed any of the specified budget amounts for any Task or Allowance without prior written authorization from City. City may provide written authorization for the transfer of budget

amounts between any of the Tasks or Allowances provided the total Contract amount does not exceed the amount indicated in Section 3.1.

- 3.4. If detailed invoice(s) and progress report(s) are approved by City, installment payments will be made within thirty (30) days after City's approval.
- 3.5. Consultant acknowledges and agrees that invoices shall be submitted to City for review and approval no more than sixty (60) days after work or services have been performed. City reserves the right to deny in whole or in part, payment to Consultant, including but not limited to, fees and expenses contained in any invoice not received by the City within sixty (60) days of the date such work or services were performed. This in no way shall be construed to waive or diminish City's rights and remedies for otherwise withholding funds under Arizona law.

4. CITY'S RESPONSIBILITIES

- 4.1. City shall designate a project manager during the term of this Contract. The project manager has the authority to administer this Contract and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by City on any aspect of the work shall be directed to the project manager.
- 4.2. City shall review requests for information related to the Project by Consultant and will endeavor to provide a prompt response to minimize delay in the progress of Consultant's work. City will also endeavor to keep Consultant advised concerning the progress of City's review of the work. Consultant agrees that City's inspection, review, acceptance or approval of Consultant's work shall not relieve Consultant of its responsibility for errors or omissions of Consultant or its subconsultant(s).
- 4.3. Unless included in Consultant's services as identified in Section 1, City may furnish with or without charge, upon Consultant's reasonable request, the following information to the extent it is within City's possession or control:
 - 4.3.1. One copy of its maps, records, laboratory tests, survey ties, and benchmarks, or other data pertinent to the services. However, Consultant shall be solely responsible for searching the records and requesting specific drawings or information and independently verifying said information.
 - 4.3.2. Available City data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project.
 - 4.3.3. When required, title searches, legal descriptions, detailed ALTA Surveys, and environmental assessments.

5. TERMINATION AND DEFAULT

- 5.1. City shall be entitled to terminate this Contract at any time, in its discretion. In addition, City may terminate this Contract for default, non-performance, breach or convenience, or abandon any portion of the Project for which services have not been fully or properly performed by Consultant. Termination shall be commenced by delivery of written notice delivered to Consultant, personally or by certified mail at 3838 North Central Avenue, suite 1900, Phoenix, Arizona 85012. Termination shall be effective upon fourteen (14) days of delivery of notice to Consultant. In addition, this Contract may be terminated pursuant to A.R.S. § 38-511.
- 5.2. Upon the occurrence of Consultant's default, non-performance or breach of the Contract, City may recover any and all damages permitted by law or in equity against Consultant, in addition to termination of the Contract, including but not limited to compensatory damages, together with all costs and expenses as set forth in Section 12 herein.
- 5.3. In the event of Consultant's default, non-performance or breach, City agrees to, before exercising any right or remedy available to it, give Consultant written notice of the default, non-performance or breach. For the thirty (30) days following such notice, Consultant shall have the right to cure such default, non-performance or breach.
- 5.4. If Consultant fails to cure, within the time required by the notice of termination from City, Consultant shall discontinue performance under this Contract and proceed to close said operations under this Contract. Consultant shall submit a detailed breakdown of completed work to City for evaluation. City shall have the right to inspect Consultant's work to analyze the services completed. Payment to Consultant shall be determined by City upon approval or disapproval of the services completed as of the date of delivery of notice of termination, and pursuant to Section 5.9.
- 5.5. Within ten (10) days of receipt of notice of termination as set forth herein, Consultant shall deliver to City all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by Consultant under the Contract, entirely or partially completed, together with all unused materials supplied by City.
- 5.6. In the event of such termination or abandonment, Consultant shall be paid only for those services performed in a good and workmanlike manner, in accordance with all plans, specifications and governmental requirements completed prior to receipt of said notice of termination, subject to approval by City. To the extent permitted by this Contract, such payment may include reimbursable expenses then incurred by Consultant, in City's sole discretion.

- 5.7. If the remuneration scheduled hereunder is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by Consultant as determined and approved by City based upon the scope of work set forth in Exhibit "A." However, in no event shall the fee exceed that set forth in Section 3 of this Contract.
- 5.8. City shall make a determination as to approval or denial of any requested final payment within sixty (60) days after Consultant has delivered the last of the completed items and the final appraisal has been submitted to City.
- 5.9. The parties agree that in the event of any damages suffered by City as a result of any inexcusable delay, default, non-performance or breach by Consultant, Consultant agrees to reimburse City ten percent (10%) of the Contract amount per Section 3.1 for damages caused by its delay. This sum may be deducted from Consultant's payment or anticipated payment for failure to deliver and/or perform as specified. No premium will be awarded to Consultant for delivery and/or performance within the Contract term. Waiver by City of any of the provisions contained in this Section 5.9, or by way of the extension of the Contract term, shall in no way be deemed to waive or diminish City's rights available by law or in equity under the Contract.

6. INSURANCE

Without limiting any obligations or liabilities, Consultant, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and with forms reasonably satisfactory to City. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-VII. Use of alternative insurers requires prior approval from City.

6.1. General Clauses

- 6.1.1. Additional Insured. The insurance coverage, except workers' compensation and professional liability, required by this Contract, shall name City, its agents, representatives, directors, officials, and employees, as additional insured, and shall specify that insurance afforded Consultant shall be primary insurance, and that any self insured retention and/or insurance coverage carried by City or its employees shall be excess coverage, and not contributory coverage to that provided by Consultant. This provision and the naming of the City as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).
- 6.1.2. Coverage Term. All insurance required herein shall be maintained in full force and effect until services required to be performed under the terms of this Contract are satisfactorily completed and formally accepted; failure to do so shall constitute a material breach of this Contract.

- 6.1.3. Primary Coverage. Consultant's insurance shall be primary insurance as respects City, and any insurance or self insurance maintained by City shall be in excess of Consultant's insurance and shall not contribute to it.
- 6.1.4. Claim Reporting. Consultant shall not fail to comply with the claim reporting provisions of the policies or cause any breach of a policy warranty that would affect coverage afforded under the policy to protect City.
- 6.1.5. Waiver. The policies for workers' compensation and general liability shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the work of Consultant.
- 6.1.6. Deductible/Retention. The policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Consultant shall be solely responsible for deductible or self-insured retentions and City may require Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.1.7. Policies and Endorsements. City reserves the right to request and to receive, within ten (10) working days, information on any or all of the above policies or endorsements.
- 6.1.8. Certificates of Insurance. Prior to commencing services under this Contract, Consultant shall furnish City with certificates of insurance, or formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract by referencing the Project number and/or Project name and shall provide for not less than thirty (30) days advance written notice by certified mail to City of cancellation or termination of insurance.
- 6.1.9. Subconsultants/Contractors. Consultant shall include all subconsultants and subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant and subcontractor.
- 6.2. Workers' Compensation. Consultant shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case services under this Contract are subcontracted, Consultant shall require all subconsultant(s) to provide workers' compensation and employer's liability to at least the same extent as provided by Consultant.

6.3. Automobile Liability. Consultant shall carry commercial/business automobile liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of Consultant services. Coverage will be at least as broad as coverage Code 1 "any auto" (Insurance Service Office policy form CA 0001 1/87 or any replacements thereof). Such coverage shall include coverage for loading and unloading hazards.

6.4. Commercial General Liability. Consultant shall carry commercial general liability insurance with a combined single limit of not less than \$1,000,000. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office policy form CG 0002 1-11-88 or any replacement thereof.

In the event the general liability insurance policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance.

Such policy shall contain a "severability of interests" provision (also known as "cross liability" and "separation of insured").

6.5. Professional Liability. Consultant retained by City to provide the engineering services required by the Contract will maintain professional liability insurance covering errors and omissions arising out of the services performed by Consultant or any person employed by it, with an unimpaired limit of not less than \$1,000,000 each claim and \$1,000,000 all claims, or 10% of the construction budget, whichever is larger. In the event the insurance policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of services as evidenced by annual certificates of insurance.

6.6. Property Coverage – Valuable Papers. Consultant shall carry property coverage on all-risk, replacement cost, agreed amount form with valuable papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of Consultant used in the completion of this Contract.

7. HEALTH INSURANCE REQUIREMENTS

- 7.1. Consultant must certify that it has or will offer health insurance to all eligible employees working on services set forth in this Contract prior to the performance of any work or services. An affidavit certifying such offering must be signed in a form approved by City. All required health insurance must be maintained during the entire time of the Contract with City. Health insurance pursuant to this Section 7 is not required for temporary employees or students working part-time who are enrolled in a recognized educational institution.
- 7.2. The health insurance requirements herein shall apply to all of Consultant's eligible employees directly involved with the services set forth in this Contract, including support and administrative personnel.
- 7.3. Any and all complaints concerning violations of the health insurance requirements shall be filed, in writing, with the City's Public Works Department, within thirty (30) days from discovery of a potential violation. An administrative hearing will be held before the Public Works Manager, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision of the Public Works Manager may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.
- 7.4. Penalties for failing to comply with this Section 7 include, but are not limited to the following: Consultant may be barred from bidding on, or entering into any Public Works contract with City for a period of three (3) years from the execution of the Contract.
- 7.5. All Consultants subject to the health insurance requirements shall post in English, notice of the health insurance requirements at their office and at the job site.

8. WORK FOR HIRE AND OWNERSHIP OF DELIVERABLES

- 8.1. Consultant shall ensure that all the results and proceeds of Consultant's and any and all work on the Project and any related projects, including that of all agents, employees, officers, and contractors, shall be owned by City, including the copyright thereto, as work for hire. In the event, for any reason, such results and proceeds are not deemed work for hire, Consultant shall be deemed hereby to have assigned to City all of its right, title and interest in such results and proceeds and content to City, without limitation.
- 8.2. All work products (electronically or manually generated), including but not limited to plans, specifications, cost estimates, tracings, studies, design analyses, original mylar drawings, computer aided drafting and design (CADD) file diskettes which reflect all final drawings, and other related products which are prepared in the performance of this Contract, are the property of City and are to

be delivered to City on the particular type of storage media on which they are stored (e.g. CD, thumb drive, etc.) before the final payment is made to Consultant. City shall retain ownership of these original works. If approved in writing by City, Consultant may retain the originals and supply City with reproducible copies of the work.

9. CONFLICT OF INTEREST

- 9.1. Consultant agrees to promptly disclose any and all financial and/or economic interest in the property, or any property affected by the work, or the Project itself other than as set forth herein, existing prior to the execution of this Contract. Further, Consultant agrees to promptly disclose any financial or economic interest in the Project property or any property affected by the work, if Consultant gains such interest during the course of this Contract.
- 9.2. If Consultant gains any financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract at the sole discretion of City.
- 9.3. Consultant shall not engage the services on this Contract of any present or former City employee who was involved as a decision-maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this Contract.
- 9.4. Consultant agrees that it shall not perform services on this Project for any other contractor, subcontractor, or any supplier, other than City. In addition, Consultant shall not negotiate, contract, or make any agreement with a contractor, subcontractor, or any supplier with regard to any of the work under this Contract, or any services, equipment or facilities to be used on this Project other than with City.

10. COVENANT AGAINST CONTINGENT FEES

Consultant affirms that it has not employed or retained any company or person, other than a bona fide employee working for Consultant to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this clause, City may terminate this Contract without liability, or in its discretion may deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

11. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, its agents, officers, officials, and employees from and against all claims, damages, losses, liability

and/or expenses, to the extent caused by, the negligent acts, errors, mistakes or omissions in the work, services, or professional services of Consultant, its agents, employees, or any other person for whose negligent acts, errors, mistakes or omissions in the work, services, or professional services Consultant may be deemed legally liable in the performance of this Contract, or any breach of the Contract. Consultant's duty herein shall arise in connection with any and all claims for damage, loss, liability and/or expenses attributable to bodily injury, sickness, disease, death, or injury to, impairment or destruction of any person or property including loss of use resulting therefrom. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

12. DISPUTE RESOLUTION

In the event of a dispute concerning or in any way connected to the Contract or subject Project, the parties agree that the unsuccessful party shall pay to the prevailing party a reasonable sum for attorneys' fees, including taxable and non-taxable costs, fees, costs and disbursements of experts, professionals, paralegals, whether at trial, appeal and/or in bankruptcy court, all of which will be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. In addition, should City retain and/or utilize legal counsel as a result of a breach by Consultant of any term, covenant or provision of this Contract, in addition to paying any recovery owed to City and/or performing any obligation remaining to be performed, in order to fully cure such breach or default, Consultant shall reimburse City for reasonable attorneys' fees, taxable and non-taxable costs and disbursements, incurred by City in enforcing Consultant's obligations, whether or not a legal action is commenced, including but not limited to the cost of preparing and presenting default notices, demand letters and similar non-judicial enforcement activities.

13. ADDITIONAL SERVICES

Additional services which are outside the scope of basic services contained in this Contract shall not be performed by Consultant without prior written authorization from City, at City's sole discretion. Additional services, when authorized by an executed contract or an amendment to this Contract shall be compensated for by a fee mutually agreed upon between City and Consultant.

14. PROHIBITION ON ASSIGNMENT

This Contract and all duties and obligations of Consultant set forth in this Contract shall not be assignable except by prior written consent of City, and such prohibition shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of Consultant.

15. MISCELLANEOUS PROVISIONS

- 15.1. Lawful Presence in the United States. Pursuant to A.R.S. §1-502, any individual/sole proprietor who applies for local public benefits by signing this

Contract shall also sign a sworn affidavit (Exhibit B) and present one of the documents listed on the affidavit to verify lawful presence in the United States. This Contract shall not be fully executed by the City if the individual/sole proprietor fails to sign the affidavit and present one of the listed documents.

- 15.2. Equal Opportunity. City is an equal opportunity, affirmative action employer. Consultant hereby covenants for itself, its employees, agents, assigns and all persons claiming under or through it, that it shall not discriminate unlawfully against any employee or applicant for employment, nor shall it deny the benefits of this Contract, to any person on the basis of race, color, creed, religion, ancestry, national origin, physical or mental disability, age, sex, gender, sexual orientation, gender identity, marital status, or veteran status with regard to discharging obligations under this Contract. Consultant covenants and agrees that it will comply in all respects with the applicable provisions of the Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, and any other applicable state and federal statutes governing equal opportunity. Consultant agrees to post hereinafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting for the provisions of this clause.
- 15.3. Antidiscrimination. Consultant shall not refuse to hire or employ or bar or discharge from employment any person, or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Consultant shall provide a copy of its antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance (Exhibit C).
- 15.4. Legal Compliance. Consultant agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Consultant acknowledges that a breach of this warranty is a material breach of this Contract and Consultant is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all consultants, subconsultants and sub-subconsultants performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Consultant. Consultant hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any

and all violations thereof.

- 15.5. Specially Designated Nationals and Blocked Persons List. Consultant represents and warrants to City that neither Consultant nor any affiliate or representative of Consultant (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order No. 13224, 66 Fed.Reg. 49079 (“Order”); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s); (iii) is engaged in activities prohibited in the Order; or (iv) has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

Consultant further agrees to include the provisions set forth in Sections 15.1 through 15.4 in any and all subcontracts hereunder. Any violation of such provisions shall constitute a material breach of this Contract.

- 15.6. Effective Date. This Contract shall be in full force and effect only when it has been approved by the City Council of the City of Tempe, Arizona and when executed by the duly authorized City officials and the duly authorized agent of Consultant.
- 15.7. Governing Law. This Contract shall be governed and interpreted by the laws of the State of Arizona.
- 15.8. Exhibits. All exhibits attached to this Contract are made a part of and are incorporated into, this Contract. If any inconsistencies exist between this Contract and any exhibit hereto, the terms of this Contract shall govern.
- 15.9. Force Majeure. Any prevention, delay or stoppage of this Project for a cause beyond the reasonable control of Consultant due to acts of God, acts of war or terrorism, fire or other casualty, shall, notwithstanding anything to the contrary contained herein, excuse the performance of Consultant, for a period equal to such prevention, delay or stoppage. For purposes of this Section 15.9, a cause shall not be deemed beyond a party’s control if it is within the control of such party’s agents, employees, assigns, contractors or subcontractors.
- 15.10. Entire Agreement. This Contract contains all of the agreements of the parties with respect to the Project and related matters, and no prior agreement, negotiations, postings, offerings, or understanding pertaining to any such matter shall be effective for any purpose unless expressly contained herein.
- 15.11. Consultant’s Good Standing. Consultant hereby warrants and represents that it is a Delaware corporation, licensed to do business in the state of Arizona and currently in good standing, and that it is not now in violation of any agreement,

instrument, contract, law, rule or regulation by which Consultant is bound.

- 15.12. Independent Contractor. Nothing contained in this Contract shall be deemed or construed by the parties hereto or otherwise, to create the relationship of principal and agent, partnership, joint venturer, employer and employee, or any association between City and Consultant. Consultant is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to Consultant hereunder or for any and all services or materials provided by or rendered to Consultant hereunder in connection with the work set forth in this Contract.
- 15.13. Severability. If any provision of this Contract shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and every other term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- 15.14. Time is of the Essence. Time is of the essence in this Contract and each and every provision herein, except as may expressly be provided in writing by City.
- 15.15. No Waiver. No breach or default hereunder shall be deemed to have been waived City, except by a writing to that effect signed on behalf of City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after written notice thereof and demand by City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of City.
- 15.16. Survival. Any and all representations, obligations, indemnities, warranties, covenants, conditions and agreements contained in this Contract which are expressed as surviving the expiration or earlier termination of this Contract, or by their nature, are to be performed, observed or survive, in whole or in part, after the termination or expiration of this Contract term, shall survive the termination or expiration of this Contract.
- 15.17. Retention of Records. City, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Contract. Consultant will retain all books and records related to the services performed for a period of not less than the greater of any applicable federal law retention requirement or five (5) years following termination of this Contract.
- 15.18. Antitrust Violations. City and Consultant recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by City.

Therefore, Consultant assigns to City any and all claims for such overcharges. Consultant in all subcontracts shall require all subcontractors to likewise assign all claims for overcharges to City.

- 15.19. Headings. The heading use in this Contract is for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- 15.20. No Construction Against Drafting Party. Each party acknowledges that it has had an opportunity to review the Contract with counsel, and such documents shall not be construed against any party that is determined to have been the drafter of the documents.
- 15.21. Notices to Parties:

All notices pursuant to this Contract shall be made in writing and delivered or mailed by certified mail to the parties at the following addresses:

CITY:

Andy Goh, City Engineer
City of Tempe
Public Works/Engineering Dept.
P.O. Box 5002
Tempe, AZ 85280

CONSULTANT:

John A. Derr
(Printed Name of Signatory)
Gannett Fleming
3838 N. Central Ave., Ste. 1900
Phoenix, Arizona 85012

- 15.22. Non-Appropriation of Funds. If funds appropriated by the City Council or otherwise allocated to perform the work becomes unavailable for payment by City under this Contract, City may delay the work for a period up to six (6) months, after which date if no funds are legally available, City may terminate the Contract at City's sole option. In case of any such delay by City, Consultant may suspend performance of work or services as applicable. However, nothing herein shall be construed to allow termination of the Contract by Consultant for such delay.
- 15.23. GIS Data Disclaimer. THE CITY OF TEMPE DOES NOT WARRANT THE ACCURACY, COMPLETENESS, CONDITION, SUITABILITY, PERFORMANCE, OR CURRENCY OF THE GIS DATA PROVIDED UNDER THIS CONTRACT. AREAS DEPICTED BY GIS DATA ARE APPROXIMATE, AND NOT GUARANTEED TO BE ACCURATE TO STANDARDS FOR MAPPING, SURVEYING OR ENGINEERING. THIS DATA IS FOR ILLUSTRATIVE PURPOSES ONLY AND SHOULD NOT BE RELIED UPON FOR SITE-SPECIFIC PURPOSES. THE DATA HEREIN IS SUBJECT TO CONSTANT CHANGE AND MAY NOT BE COMPLETE, ACCURATE OR UP-TO-DATE. THE CITY OF TEMPE IN NO WAY ASSUMES LIABILITY OR RESPONSIBILITY FOR ANY INCORRECT DATA OR ANY INFORMATION PROVIDED HEREIN. THE CONSULTANT ACKNOWLEDGES AND AGREES THAT THE CITY OF TEMPE ASSUMES NO LIABILITY FOR DAMAGES INCURRED DIRECTLY OR INDIRECTLY

RESULTING FROM INCOMPLETE, INCORRECT OR MISSING INFORMATION; INCLUDING ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE. **BY WAY OF THE SIGNATURE ON THIS CONTRACT, THE CONSULTANT ASSUMES ALL LIABILITY FOR ANY AND ALL DEPENDENCE AND/OR RELIANCE UPON THIS INFORMATION AND ASSUMES ALL RESPONSIBILITY RELATING THERETO. ANY AND ALL EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PURPOSE ARE SPECIFICALLY AND EXPRESSLY DISCLAIMED. CONSULTANT SHOULD NOT RELY UPON THE GIS DATA WITHOUT PROPER FIELD VERIFICATION FOR ANY PURPOSE.**

[SIGNATURE PAGE TO FOLLOW]

**Existing Dam Decommissioning – Tempe Town Lake
Project No. 6504224**

DATED this 15th day of October, 2015.

CITY OF TEMPE, ARIZONA

By: _____
Mayor

By: _____
Public Works Director

ATTEST:

Recommended By:

City Clerk

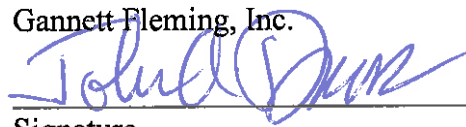
Deputy PW Director/City Engineer

APPROVED AS TO FORM:

City Attorney

Consultant warrants that the person who is signing this Contract on behalf of Consultant is authorized to do so and to execute all other documents necessary to carry out the terms of this Contract.

CONSULTANT
Gannett Fleming, Inc.



Signature

John A. Derr

Printed Name

Senior Vice President

Title

25-1613591

Federal I.D. No./Social Security No.

EXHIBIT A



GANNETT FLEMING, INC.
Suite 250
4722 North 24th Street
Phoenix, AZ 85016-4852

Office: (602) 553-8817
Fax: (602) 553-8816
www.gannettflaming.com

September 15, 2015

Mr. Chris Kabala, P.E.
Senior Civil Engineer
Engineering Division
31 E. Fifth Street
Tempe, AZ 85281

**RE: Tempe Town Lake Existing Downstream Dam Decommissioning
Project No. 6504221**

Dear Mr. Kabala:

As requested, attached is the scope-of-services and fees for the existing downstream dam decommissioning. This scope is updated from the August 5 version to clarify the end date, investigating the upstream bladder jurisdiction, and investigating additional permits. The scope includes the preparation of the technical documents (plans, specifications, and construction quality assurance plan); the ADWR dam safety permit application; post-design services; and the construction completion documents. We have also included an allowance for 3rd party testing, however, this may not be necessary depending on ADWR's requirements of the construction quality assurance (CQA) plan.

Please do not hesitate to call me at 602-553-8817, ext. 8211 if you have any questions.

Sincerely,
GANNETT FLEMING, INC.

A handwritten signature in black ink, appearing to read 'Stewart S. Vaghti', written over a horizontal line.

Stewart S. Vaghti, P.E., CFM
Sr. Project Manager

cc: Andy Goh, P.E., City of Tempe
Dean B. Durkee, Ph.D., P.E., Gannett Fleming, Inc.
Tim Weber, Gannett Fleming, Inc.

Attachments:
Existing Downstream Dam Decommissioning Scope-of-Services
Fee Matrix (Detailed Cost Breakdown)
Labor Categories and Rates

Handwritten initials in black ink, possibly 'RK' or 'AK', located at the bottom right of the page.

EXISTING DOWNSTREAM DAM DECOMMISSIONING SCOPE-OF-SERVICES

1.0 BACKGROUND AND PROJECT DESCRIPTION

Tempe Town Lake (TTL) is an urban lake located in the Salt River, in Tempe, Arizona. The lake, owned and operated by the City of Tempe (the City), is formed by two Bridgestone inflatable rubber dams constructed across the Salt River Bed at the upstream and downstream ends of the Lake. The downstream dam consists of four air-inflated rubber bladders anchored to a concrete foundation slab and sloped abutments. The foundation slabs were constructed of roller-compacted concrete overlain with a reinforced concrete slab at the riverbed level to allow the passage of water when the rubber bladders are deflated.

The four inflatable rubber bladders that form the downstream dam are separated by three sloping reinforced concrete piers. The top elevation of the foundation slab is 1132.0 feet on the upstream side and 1131.67 feet on the downstream side. The bladders are constructed of a multi-layer reinforced rubber material and have a maximum hydraulic height of 15 feet. The two outer spans are 193.5 feet long, and two inner spans are 228 feet long each. The rubber bladders are bolted to the reinforced concrete foundation slab, piers and abutments with a single anchor line. Air supply lines embedded in the foundation slab connect the bladders to blowers located in the operations building at the north abutment.

The rubber bladders are under a five-year lease agreement that expires at the end of 2015. The construction of a replacement dam approximately 100 feet downstream from the existing bladders is currently underway. This scope of services is to provide permitting, design and construction observation and documentation for the decommissioning of the existing rubber bladders. The decommissioning of the bladders is planned to occur in the dry, in conjunction with testing and commissioning the replacement dam. This scope of work includes the following activities:

- Evaluating technical requirements for existing dam decommissioning, including removal of the existing rubber bladders and ancillary equipment.
- Coordinating with the City and the construction contractor regarding planned bladder removal methodology.
- Coordinating with the City and Arizona Department of Water Resources (ADWR) regarding permit requirements for bladder removal.
- Preparing a Dam Safety Permit application for submission to ADWR for decommissioning the bladders. -- The permit application will include construction drawings, specifications, financial information and a Construction Quality Assurance Plan, as required by Arizona Administrative Code (AAC) R12-15-1209.
- Providing construction observation and final construction documentation of the bladder removal per AAC R12-15-1212(B).



2.0 SCOPE OF SERVICES

The task descriptions listed in the following sections represent the anticipated scope required during each respective phase of the project and are the basis of the fee estimate. Out-of-scope and/or extension of services will be coordinated with the City prior to execution.

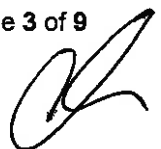
Task 1: Project Coordination and Management

This task includes general administrative activities associated with execution of the work, including setting up internal controls for the project, staff allocation, developing and maintaining a project design and permitting schedule, organizing and participating in project progress meetings, and providing overall management of the project team for the duration of the project.

Task 2: Evaluate Decommissioning Requirements

This task includes up to two meetings with the City of Tempe, ADWR, and/or the construction contractor to understand the technical requirements for decommissioning the bladders and to specifically define ADWR Dam Safety Permit requirements with a goal of developing a cost effective approach. Decommissioning considerations include:

- Bladder decommissioning must allow passage of the new dam design discharge of 210,000 cubic feet per second (cfs) without increasing the upstream water surface elevation.
- Removal of bladders versus rendering the bladders inoperative.
- Need to remove anchorage system.
- Decommissioning of the air supply lines embedded in the foundation slab;
- Defining requirements for removal, reuse, and/or disposal of existing dam instrumentation, control and monitoring equipment in the existing control building;
- Decommissioning of the low flow bypass system consisting of a gated 48-inch diameter drain pipe, a 42-inch diameter return pipe located at the north abutment. The associated recycling pump station is being abandoned under the new dam construction contract.
- Silt removal requirements to prevent silt that has previously been deposited on the reservoir bottom from washing downstream, per AAC R15-12-1209(C); and
- Requirements for controlled emptying of the reservoir, per AAC R15-12-1209(D), to allow bladder decommissioning and new dam testing and commissioning.
- Confirm with ADWR if the upstream bladder is jurisdictional.
- Prepare a list of possible permits necessary. The initial list includes:
 - ADWR Dam Removal/Decommissioning Permit
 - FCD ROW Permit (or modification to existing)
 - Maricopa County Dust Control Permit (or modification to existing)
 - Army Corp 401 and 404 Permit (or modification to existing)



Decommissioning the bladders must be accomplished without negatively impacting the new dam and existing dam foundation slab, the existing piers, the pedestrian bridge, the levees at the north and south dam abutments, or any other elements of the existing dam infrastructure.

Task 3: Construction Drawings

This task includes preparation of 90%, 95% and Final construction drawings of sufficient detail to enable a contractor to bid on and complete the project. The construction plans will be prepared in accordance with the City of Tempe CADD standards and ADWR requirements (AAC R12-15-1215) for the decommissioning and removal of the bladders and supporting facilities (as necessary). The anticipated sheets for the Final construction plans are listed below (assumed number of sheets in parentheses).

Estimated Sheet Count:

1. Cover and Sheet Index (1)
2. General Notes, Legend(s) and Abbreviations (1)
3. Project Plan (1)
4. Details Sheets (4), including:
 - Bladder Anchorage System Removal Detail(s)
 - North Abutment Low Flow Drain Abandonment Detail(s)
 - Instrumentation and Controls Removal Detail(s)
 - Bladder Air Supply Line Abandonment Detail(s)
5. Electrical and Systems Removal Plan and Details (1)

Deliverables: The 90% and 95% plans will be submitted to the City for review. Four (4) sets of ½ size drawings (11x17 inch) and a PDF electronic copy will be submitted to the City for review and comment at each design phase. Review comments will be logged and responded to. Applicable resolutions will be incorporated into subsequent drawings. Pre-Final (95%) drawings will be submitted, in duplicate, for ADWR review as part of the Dam Safety Permit Application. ADWR review comments will be logged and resolved and the resolutions will be incorporated into the Final Drawings. Six (6) full size sets (24x36 inch) of the Final drawings and a PDF electronic copy will be provided to the City and two (2) full sized sets of the Final drawings and a PDF electronic copy will be provided to ADWR.

Task 4: Construction Specifications

This task includes preparation of the technical construction specifications for decommissioning the bladders and formatting and assembling the entire technical specifications. The technical construction specifications will be prepared in accordance with the ADWR requirements (AAC R12-15-1215(2)) and in general conformance with the 2012 CSI MasterFormat specification format. The 2012 Maricopa Association of Governments (MAG) Uniform Standard Specifications and 2012 Uniform Standard Details for Public Works Construction and the Tempe Supplement to the MAG Uniform Standard Specifications will be used and/or referenced where applicable. The specifications will include a performance specification for bladder decommissioning detailing the requirements of the work to be performed, responsibilities for performing the work, and a statement of the requirements for the various types of material and decommissioning techniques required for the construction.



The Draft Construction Specifications will be developed for inclusion in the 90% submittal. These will comprise most of the major technical specifications and responsibilities for performing the work. Pre-Final Construction Specifications will be included with the Dam Safety Permit application to ADWR.

Deliverables: Draft Construction Specifications will be included with the 90% submittal for City Review. Pre-Final Construction Specifications will be submitted, in duplicate, for ADWR review as part of the Dam Safety Permit application. One (1) set of specifications (8.5x11 inch) and PDF electronic copies will be submitted to the City for review and comment at each design phase. Review comments will be logged and responded to. Applicable resolutions will be incorporated into subsequent Specifications. Pre-Final (95%) Specifications will be submitted, in duplicate, for ADWR review as part of the Dam Safety Permit Application. ADWR review comments will be logged and resolved and the resolutions will be incorporated into the Final Construction Specifications. Two (2) sets (8.5x11 inch) of the Final Construction Specifications and a PDF electronic copy will be provided to the City and two (2) sets of the Final Construction Specifications and a PDF electronic copy will be provided to ADWR.

Task 5: Construction Quality Assurance Plan

This task includes preparation of a Construction Quality Assurance (CQA) plan describing aspects of construction supervision in accordance with ADWR requirements (AAC R12-15-1208). The CQA plan will include a statement of the designer's requirements with regard to construction testing frequencies, inspections, etc., to facilitate the construction according to the plans and specifications. As a minimum, the CQA plan will include the following sections:

- Delineation of responsibilities and authority
- Third party testing responsibilities
- Statement of personnel qualifications
- Inspection and testing activities
- Acceptance and rejection criteria
- Documentation requirements

Deliverables: A Draft CQA Plan will be included with the 90% submittal for City Review. A Pre-Final CQA Plan will be submitted, in duplicate, for ADWR review as part of the Dam Safety Permit application. Six (6) copies of the Draft CQA Plan and PDF electronic copies will be submitted to the City for review and comment at each design phase. Review comments will be logged and responded to. Applicable resolutions will be incorporated into subsequent Plans. A Pre-Final (95%) CQA Plan will be submitted, in duplicate, for ADWR review as part of the Dam Safety Permit Application. ADWR review comments will be logged and resolved and the resolutions will be incorporated into the Final CQA Plan. Two (2) copies of the Final CQA Plan and a PDF electronic copy will be provided to the City and two (2) sets of the Final CQA Plan and a PDF electronic copy will be provided to ADWR.

Task 6: Dam Safety Permit Application

This task includes preparing a complete Dam Safety Permit application, per AAC R12-15-1209, including the following:

- Scheduling and facilitating a pre-application conference and site visit with ADWR;



- Preparing and submitting a complete Dam Safety Permit application to decommission the bladders for ADWR review;
- Attend up to one comment resolution meeting with ADWR;
- Address ADWR comments and prepare complete Final Dam Safety Permit application, including Final Construction Drawings, Specifications, CQA Plan.

Deliverables: Dam Safety Permit application, in duplicate, including Pre-Final (95%) Construction Drawings, Pre-Final Specifications, financial capability documentation, Pre-Final CQA Plan and Checklist of Items Required for a Complete Application. ADWR review comments will be logged and resolved and the resolutions will be incorporated into the Final application package. Two (2) copies of the complete Final application package and a PDF electronic copy will be provided to the City and ADWR.

Task 7: Construction Observation

This task includes providing construction observation during bladder decommissioning to document that the work is performed in accordance the construction drawings and specifications as approved by ADWR. The following activities will be performed:

- Participation in one (1) Pre-Construction Conference;
- Perform periodic inspections at key project milestones, including the following:
 - Complete bladder removal;
 - Air supply line decommissioning;
 - Float level switch and sump decommissioning
 - Instrumentation and control system decommissioning;
 - Low flow bypass system decommissioning;
- Prepare and maintain summaries of construction activities, test results, conditions that require deviation from the approved plans and specifications, written requests for approval of necessary changes, in accordance with the schedule and responsibilities of the Owner's Engineer outlined in the Final CQA Plan approved by ADWR.
- A \$10,000 allowance is included for 3rd party (QA) testing and inspection services.

Task 8: Post-Design Services

This task includes reviewing and responding to shop drawings, other technical submittals, and requests-for-information (up to 20 total).

Task 9: Construction Completion Documentation

This task includes the preparation of construction completion documentation required by ADWR (AAC R12-15-1213). The following documents will be submitted to ADWR after completion of the bladder decommissioning and final inspection and receipt of the contractor's required submittals:

- An affidavit showing the actual cost of construction, including a detailed accounting of the costs;
- An additional fee or refund request based on the actual cost of construction;
- One set of full sized record drawings prepared and sealed by the engineer who supervised the construction;
- Construction records, such as inspection/observation reports, materials testing results, and permanent benchmark readings;
- Photographs of decommissioning activities; and
- A brief completion report summarizing the salient features of the project, including a description of the causes for any changes or deviations from the approved drawings and specifications that were made during the construction phase.

3.0 ASSUMPTIONS

The following assumptions were made when developing this scope-of-services and cost estimate. Key assumptions for this proposal are summarized as follows:

1. Bladder decommissioning will be coordinated and scheduled by the construction contractor in conjunction with on-site dam construction and commissioning activities.
2. The fee estimate assumes that the bladder decommissioning will be performed in the dry (drained lake). No underwater inspection or decommissioning services are included.
3. The fee estimate assumes the decommissioning construction will be completed in a total of 15 days. Decommissioning construction is assumed to include: bladder removal from the foundation and transfer to the south abutment; air and vent line decommissioning; float level switch and sump decommissioning; and control building equipment decommissioning. Additional construction time may result in increased observation costs.
4. The selected approach will not increase the upstream water surface elevation, impede flow. Reviews and/or comment resolutions by the Flood Control District, the Corp, or FEMA are not included.
5. Piezometers, sprinkler system and recycling pump station are being abandoned under the new dam construction contract.
6. Dam Safety Permit application fee and financial responsibility documents will be provided by the City (including additional fees or refunds as required).
7. Reservoir re-filling will be coordinated and permitted under the new dam construction contract.

8. Silt removal, management and/or inspections are not required.
9. All necessary permits required, excluding the Dam Safety Permit, will be obtained by the City or the construction contractor.
10. Not responsible for directing construction, control, techniques, sequence, means, methods or procedures, or for directing job safety.
11. The fee estimate was prepared using the attached labor category rates (see Attachment #1).
12. 3rd Party Quality Assurance Inspection and Testing will be billed as time and materials based on the requirements of the ADWR-approved CQA Plan.
13. No post-construction monitoring is included.
14. The construction contractor will provide a minimum 48-hour notice to Gannett Fleming for required quality control testing, special inspection, and supplemental inspection services to facilitate scheduling of such services.
15. Construction cost estimate, construction schedule, and the contractor's record drawings (as-builts) will be provided by the construction contractor.
16. The pre- and post-construction monument readings (survey) will be performed by the Contractor under their scope-of-work.
17. An office, internet, and power will be available in the contractor's site construction trailers.
18. The dam removal work can occur under the existing project's SWPPP and erosion control plans (no new erosion control measures are required).
19. Construction staging plan(s) are not required.
20. The scope-of-services does not include substitutions, plan revisions, changes to the technical documents (design change order), or other post-design services.
21. Unless the bladder removal occurs during the on-site construction manager's authorized services at the site (under the new dam construction contract), the City will provide construction management services (construction administration, management and project control services).
22. Project duration for design, permitting, construction and closeout is 7-months from NTP and will expire to later than August 1, 2016.
23. Task 7 (Construction Observation) assumes the construction work will be performed after the on-site construction manager's authorized services at the site (under the new dam construction contract) and that the scoped inspections are performed by people other than the on-site CM (up to 52 hours). The fee estimate assumes that the bladder decommissioning will occur after the substantial completion of new dam construction and after the demobilization of the full-time Construction Manager. If the work is completed prior to demobilization of the Construction Manager, construction observation costs could be reduced.
24. A design report is not required.

4.0 COST ESTIMATE

Existing Downstream Dam Decommissioning		Fee
Task 1	Project Coordination and Management	\$13,220
Task 2	Evaluate Decommissioning Requirements	\$16,492
Task 3	Construction Drawings	\$32,064
Task 4	Construction Specifications	\$13,962
Task 5	Construction Quality Assurance Plan	\$11,172
Task 6	Dam Safety Permit Application	\$7,276
Task 7	Construction Observation (includes \$10,000 QA Allowance)	\$22,712
Task 8	Post-Design Services	\$9,144
Task 9	Construction Completion Documentation	\$14,450
Total		\$140,492

Attachments

The following attachments are included:

1. Fee Matrix
2. Labor Categories and Rates

8/5/2015

TEMPE TOWN LAKE DOWNSTREAM DAM DECOMMISSIONING

CITY OF TEMPE PROJECT NUMBER: 6504221

EXHIBIT A - FEE MATRIX

GANNETT FLEMING

TASK		TASK DESCRIPTION										Total Fee
Engineering Staff												
Principal In Charge	Project Manager	Senior Engineer	Project Engineer	Sr. GIS/CADD Designer	Project Admin	On-Site Const. Mngtr	Special Inspctr	Total Man Hours	Expenses			
Total Hours Rate	62	238	28	388	144	112	58	1,028				
	\$200.00	\$157.00	\$173.00	\$107.30	\$134.00	\$70.00	\$114.00					
Task 1.0 Project Coordination and Management												
1.1 Overall Project Management	12	60			20			92		\$13,220.00		
LABOR SUBTOTAL	12	60	0	0	20	0	0	92		\$13,220.00		
SUBTOTAL	\$2,400	\$9,420	\$0	\$0	\$1,400	\$0	\$0		\$0			
Task 2.0 Evaluate Decommissioning Requirements												
2.1 Planning/requirement meeting (up to 2)	16	16		16				48	\$ 60.00	\$7,484.00		
2.2 Bladder decommissioning requirements	4		4	8				16		\$2,348.00		
2.3 Silt removal requirements		8	8					16		\$2,640.00		
2.4 Reservoir emptying plan		4	4	20	8			36		\$4,020.00		
LABOR SUBTOTAL	20	28	16	44	0	8	0	116	\$ 60.00	\$16,492.00		
SUBTOTAL	\$4,000	\$4,396	\$2,768	\$4,708	\$0	\$560	\$0					
Task 3.0 Construction Drawings												
3.1 90% Drawings	4	20		30	4			138	\$ 40.00	\$18,190.00		
3.2 Pre-Final (95%) Drawings	2	10		16	4			52	\$ 40.00	\$6,692.00		
3.3 Final Drawings	2	10		16	4			52	\$ 550.00	\$7,192.00		
LABOR SUBTOTAL	8	40	0	62	12	0	0	242		\$32,064.00		
SUBTOTAL	\$1,600	\$6,280	\$0	\$6,824	\$940	\$0	\$0		\$ 630.00			
Task 4.0 Construction Specifications												
4.1 Draft Construction Specifications	2	16		40	4			62	\$ 10.00	\$7,482.00		
4.2 Pre-Final Specifications	2	8		16	4			30	\$ 10.00	\$3,658.00		
4.3 Final Specifications	2	8		8	4			22	\$ 30.00	\$2,822.00		
LABOR SUBTOTAL	6	32	0	64	12	0	0	114		\$13,962.00		
SUBTOTAL	\$1,200	\$5,024	\$0	\$6,848	\$840	\$0	\$0		\$ 50.00			
Task 5.0 Construction Quality Assurance Plan												
5.1 Draft CQA Plan	2	10	4	20	4			40	\$ 10.00	\$5,092.00		
5.2 Pre-Final CQA Plan	2	4		16	4			28	\$ 10.00	\$3,090.00		
5.3 Final CQA Plan	2	4		16	4			26	\$ 30.00	\$3,050.00		
LABOR SUBTOTAL	6	18	4	52	12	0	0	92		\$11,172.00		
SUBTOTAL	\$1,200	\$2,826	\$692	\$6,964	\$940	\$0	\$0		\$ 50.00			

8/5/2015

TEMPE TOWN LAKE DOWNSTREAM DAM DECOMMISSIONING

CITY OF TEMPE PROJECT NUMBER: 6504221

EXHIBIT A - FEE MATRIX

GANNETT FLEMING

TASK	TASK DESCRIPTION	Principal in Charge	Project Manager	Senior Engineer	Project Engineer	Sr. GIS/CADD Designer	Project Admin	On-Site Const. Mngr	Special Instr	Total Man Hours	Expenses	Total Fee
Task 6.0 Dam Safety Permit Application	Engineering Staff											
	Total Hours	62	238	28	388	144	112	0	56	1,028		
	Rate	\$200.00	\$157.00	\$173.00	\$107.00	\$134.00	\$70.00	\$154.00	\$114.00			
	6.1 Pre-application conference		6		6					12	\$ 20.00	\$1,604.00
	6.2 Prepare and submit Dam Safety Permit application	2	8		8		4			22	\$ 20.00	\$2,812.00
Task 7.0 Construction Oversight	6.3 Comment resolution meeting		4		4					8	\$ 20.00	\$1,076.00
	6.5 Revise and submit Final application		4		8		4			16	\$ 20.00	\$1,784.00
	LABOR SUBTOTAL	2	22	0	26	0	8	0	0	58		\$7,276.00
	SUBTOTAL	\$400	\$3,454	\$0	\$2,782	\$0	\$560	\$0	\$0		\$ 80.00	
Task 8.0 Post-Design Services	7.1 Pre-construction/activity conference	4		4	4					16	\$ 50.00	\$2,426.00
	7.2 Periodic inspection - bladder decommissioning		1		2					23	\$ 50.00	\$2,717.00
	7.3 Periodic inspection - air supply line			1	2					11	\$ 20.00	\$1,318.00
	7.4 Periodic inspection - instrumentation and controls			1	2					8	\$ 20.00	\$1,318.00
	7.5 Periodic inspection - low flow bypass system			1	2					11	\$ 20.00	\$1,318.00
Task 9.0 Construction Completion Documentation	7.7 Prepare and maintain documentation				20		8			36		\$3,612.00
	7.8 3rd Party Testing and Inspection (Allowance)									0	\$ 10,000	\$10,000.00
	LABOR SUBTOTAL	4	0	8	32	0	8	0	56	108		\$22,712.00
	SUBTOTAL	\$800	\$0	\$1,384	\$3,424	\$0	\$560	\$0	\$6,384		\$ 10,180	
Task 10.0 Construction Completion Documentation	8.1 Submittal Reviews (up to 10)		6		30		6			42		\$4,572.00
	8.2 RFI Reviews (up to 10)		6		30		6			42		\$4,572.00
	LABOR SUBTOTAL	0	12	0	60	0	12	0	0	84		\$9,144.00
	SUBTOTAL	\$0	\$0	\$0	\$6,420	\$0	\$840	\$0	\$0			
Task 11.0 Construction Completion Documentation	9.1 Prepare as-built construction drawings	2	8		24					58	\$ 110.00	\$7,550.00
	9.2 Prepare construction completion report	2	16		24		20			62	\$ 20.00	\$6,900.00
	LABOR SUBTOTAL	4	24	0	48		24	0	0	120		\$14,450.00
	SUBTOTAL	\$800	\$3,768	\$0	\$5,136	\$0	\$1,400	\$0	\$0		\$ 130.00	
Total Hours		62	238	28	388	144	112	0	56	Labor		\$140,492.00
% total hours by category		6.0%	23.0%	2.7%	37.9%	14.0%	10.9%	0.0%	5.5%			

DIRECT AND OUTSIDE EXPENSES

Item	Unit	Unit Cost	Quantity	Cost
Task 2.0 Evaluate Decommissioning Requirements				
Planning/requirement meeting (up to 2)	mile	\$ 0.575	100	\$ 57.50
Task 3.0 Construction Drawings				
90% Plans				
B&W Copies (11x17)	each	\$ 0.75	32	\$ 24.00
Courier Delivery	each	\$ 15.00	1	\$ 15.00
95% Plans				
B&W Copies (11x17)	each	\$ 0.75	32	\$ 24.00
Courier Delivery	each	\$ 15.00	1	\$ 15.00
Final Plans				
B&W Copies (24x36)	each	\$ 11.00	48	\$ 528.00
Courier Delivery	each	\$ 15.00	1	\$ 15.00
Task 4.0 Construction Specifications				
90% Specifications				
B&W Copies (8.5x11)	each	\$ 0.12	50	\$ 6.00
Report Binders	each	\$ 2.00	1	\$ 2.00
95% Specifications				
B&W Copies (8.5x11)	each	\$ 0.12	50	\$ 6.00
Report Binders	each	\$ 2.00	1	\$ 2.00
Final Specifications				
B&W Copies (8.5x11)	each	\$ 0.12	200	\$ 24.00
Task 5.0 Construction Quality Assurance Plan				
90% CQA				
B&W Copies (8.5x11)	each	\$ 0.12	50	\$ 6.00
Report Binders	each	\$ 2.00	1	\$ 2.00
95% CQA				
B&W Copies (8.5x11)	each	\$ 0.12	50	\$ 6.00
Report Binders	each	\$ 2.00	1	\$ 2.00
Final CQA				
B&W Copies (8.5x11)	each	\$ 0.12	200	\$ 24.00
Report Binders	each	\$ 2.00	1	\$ 2.00
Task 6.0 Dam Safety Permit Application				
Pre-application conference	mile	\$ 0.575	25	\$ 14.38
Submit Permit application				
Courier Delivery	each	\$ 15.00	1	\$ 15.00
Comment resolution meeting	mile	\$ 0.575	25	\$ 14.38
Submit Final Permit app				
Courier Delivery	each	\$ 15.00	1	\$ 15.00
Task 7.0 Construction Oversight				
Pre-construction/activity conference	mile	\$ 0.575	75	\$ 43.13
Periodic inspection - bladder decom	mile	\$ 0.575	75	\$ 43.13
Periodic inspection - air supply line	mile	\$ 0.575	25	\$ 14.38
Periodic inspection - inst. and controls	mile	\$ 0.575	25	\$ 14.38
Periodic inspection - low flow bypass	mile	\$ 0.575	25	\$ 14.38
Task 9.0 Construction Completion Documentation				
As-Built Drawings				
B&W Copies (24x36)	each	\$ 11.00	8	\$ 88.00
Courier Delivery	each	\$ 15.00	1	\$ 15.00
Construction Completion Report				
B&W Copies (24x36)	each	\$ 0.12	100	\$ 12.00
Report Binders	each	\$ 2.00	2	\$ 4.00
Total Expenses (rounded)				\$ 1,100.00



Labor Category Rates

Category	Hourly Rate
Project Principal	\$200
Lead Design Engineer	\$195
Senior CM/Tech Advisor	\$195
Senior Engineer	\$173
Instrumentation & Controls Designer	\$173
Project Manager	\$157
On-Site Construction Manager	\$154
RCC Designer & RCC QA/QC Manager	\$150
Assist. CM/Tech Advisor	\$144
Sr GIS / CADD	\$134
Supplemental & Special Inspector	\$114
Project Engineer	\$107
Administrator	\$70



EXHIBIT B
AFFIDAVIT DEMONSTRATING LAWFUL
PRESENCE IN THE UNITED STATES

ARS §§1-501 and 502 require completion of the form to apply to the City for a local public benefit (defined as a grant, contract or loan). You must demonstrate through the presentation of one of the following documents that you are lawfully present in the United States.

LAWFUL PRESENCE IN THE UNITED STATES CAN BE DEMONSTRATED BY
PRESENTATION OF ONE (1) OF THE DOCUMENTS LISTED BELOW.

Please present the document indicated below to the City. If mailing the document, attach a copy of the document to this Affidavit. (If the document may not be copied, present the document in person to the City for review and signing of the affidavit.)

- _____ 1. An Arizona driver license issued after 1996.
Print first 4 numbers/letters from license: _____
- _____ 2. An Arizona non-operating identification License.
Print first 4 numbers/letters: _____
- _____ 3. A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
Year of birth: _____; Place of birth: _____
- _____ 4. A United States Certificate of Birth abroad.
Year of birth: _____; Place of birth: _____
- _____ 5. A United States passport.
Print first 4 numbers/letters on Passport: _____
- _____ 6. A foreign passport with a United States Visa.
Print first 4 numbers/letters on Passport _____
Print first 4 numbers/letters on Visa _____
- _____ 7. An I-94 form with a photograph.
Print first 4 numbers on I-94: _____
- _____ 8. A United States Citizenship and Immigration Services Employment Authorization Document (EAD).
Print first 4 numbers/letters on EAD: _____
- _____ 9. Refugee travel document.
Date of Issuance: _____ Refugee Country: _____
- _____ 10. A United States Certificate of Naturalization.
Print first 4 digits of CIS Reg. No.: _____
- _____ 11. A United States Certificate of Citizenship.
Date of Issuance: _____ Place of Issuance: _____
- _____ 12. A tribal Certificate of Indian Blood.
Date of Issuance: _____ Name of Tribe: _____
- _____ 13. A tribal or Bureau of Indian Affairs Affidavit of Birth.
Year of Birth: _____ Place of Birth: _____

**I DO SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT I AM LAWFULLY PRESENT
IN THE UNITED STATES AND THAT THE DOCUMENT I PRESENTED ABOVE AS
VERIFICATION IS TRUE.**

Signature

Print Name

Date: _____

Business/Company (if applicable)

Address

City, State, Zip Code

OFFICE USE ONLY: EMPLOYEE NAME: _____
EMPLOYEE NUMBER: _____

ALL VIOLATIONS OF FEDERAL IMMIGRATION LAW SHALL BE REPORTED TO 1-866-347-2423.



EXHIBIT C
AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE
CHAPTER 2 ARTICLE VIII SECTION 2-603(5)

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

_____ Current copy of antidiscrimination policy attached

OR

X I hereby certify Gannett Fleming, Inc. (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

John A. Derr
Signature

John A. Derr
Print Name

Gannett Fleming, Inc.
Company

Date: 10/2/15

Senior Vice President
Title

CITY OF TEMPE
TEMPE, ARIZONA
DEPARTMENT OF PUBLIC WORKS

AFFIDAVIT OF GENERAL CONTRACTOR / PRIME CONSULTANT
REGARDING
HEALTH INSURANCE

Phoenix, Arizona

Date October 1, 2015

Existing Dam Decommissioning – Tempe Town Lake
Project No. 6504224

I hereby certify that Gannett Fleming, Inc. (name of company) currently has, and all of its major subcontractors/sub-consultants, defined as doing work in excess of \$30,000.00, will have, during the course of this contract, health insurance for all employees working on this project and will offer health insurance coverage to eligible dependents of such employees, as defined in the accompanying Guidelines. The company's health insurance is as follows:

Name of Insurance Company: Highmark Blue Shield

Type of Insurance (PPO, HMO, POS, INDEMNITY): PPO

Policy No.: 28903

Policy Effective Date (MM/DD/YY): 01/01/15

Policy Expiration Date (MM/DD/YY): 12/31/15

Signed and dated at 3:10 pm, this 2nd day of October, 2015.

Gannett Fleming, Inc.
General Contractor/Prime Consultant

By: [Signature]

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN to before me this 2nd day of October, 2015.

[Signature: Sherri C. Chambers]
Notary Public

My commission expires:
March 1, 2018



City of Tempe

Guidelines for Implementation of Health Insurance

These Guidelines are provided for purposes of implementing Resolution No. 2000.73, which requires all employees of prime consultants, general contractors and major subconsultants and subcontractors to have health insurance and to offer health insurance to their eligible dependants, as determined at the start of each project. Questions regarding these guidelines should be directed to the City of Tempe Engineering Division at (480) 350-8200.

1. All Prime Consultants who enter into a Public Works contract or General Contractors who bid on Public Works projects that are advertised for bid and enter into a contract in excess of \$30,000 with the City of Tempe after January 1, 2001, are required to sign an affidavit in the form attached hereto. The prime consultant or general contractor shall require that all major subconsultants or subcontractors, defined as entities doing work in excess of \$30,000, comply with the health insurance requirements. In signing the affidavit, prime consultants and general contractors may refer to and rely upon these Guidelines for interpretation.
2. Health insurance is required for permanent employees who work for the consultant/contractor more than one hundred and twenty (120) days in any calendar year. A "work day" consists of any time within a twenty-four hour period, regardless of number of hours that the individual is paid. This requirement excludes students working part-time who are enrolled in a recognized educational institution. Many companies have a grace period or a qualifying period prior to commencement of insurance coverage, which is acceptable so long as the employee coverage begins by the 120th day of contract signing. Temporary employees will be covered to the same extent as the City of Tempe covers temporary employees as determined at the start of each project.
3. If a contractor is a "Union" shop and withholds union dues from employees for health insurance coverage that is also offered to their eligible dependents and meets all City requirements, the Contractor may so note on the required affidavit.
4. The health insurance requirements herein apply to all employees that are directly involved with the City of Tempe project including support and administrative personnel.
5. Health insurance coverage must be maintained during the entire time of the contract, including any warranty periods, with the City.
6. All complaints concerning violations of the health insurance requirements shall be filed by an employee, in writing, with the Public Works Department, within thirty (30) days from discovery of the violation. An administrative hearing will be held before the Public Works Director, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision of the Public Works Director may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.
7. In the event of a finding by the City of a violation of the insurance provisions, the company in violation of the provision shall be barred from bidding on, or entering into, any public works contract with the City for a minimum period of three (3) years.

8. All consultants and contractors subject to the health insurance requirements shall post, in English and Spanish, notice of the health insurance requirements at their office and at the job site. Signs for posting will be provided by the City.

These "Guidelines for Implementation of Health Insurance", issued and dated this 21st day of August, 2002, hereby amend all guidelines previously issued.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/2/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gunn-Mowery P.O. Box 900 Camp Hill PA 17001-0900		CONTACT NAME: Janice Bolton PHONE (A/C, No, Ext): 717-761-4600, Ext. 3031 FAX (A/C, No): 717-761-6159 E-MAIL ADDRESS: Email: info@GunnMowery.com	
INSURED Gannett Fleming, Inc. P.O. Box 67100 Harrisburg, PA 17106-7100		INSURER(S) AFFORDING COVERAGE INSURER A: PA Manufacturers' Assoc Ins Co. NAIC # 12262 INSURER B: PA Manufacturers Indemnity Co. 41424 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2102256127

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	3015012907384	2/1/2015	2/1/2016 EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> COMP. \$1,000 <input checked="" type="checkbox"/> COLL. \$1,000	Y	Y	1515012907384	2/1/2015	2/1/2016 COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	2015012907384A 2015012907384B	2/1/2015 2/1/2015	2/1/2016 2/1/2016 X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

1008-060829 Proj No. 6504224; Existing Dam Decommissioning- Tempe Town Lake. The following are considered as Additional Insureds for General Liability and Automobile policies as per written contract: City of Tempe, its representatives, directors, officials, and employees. Coverages apply on a Primary and Non-Contributory basis per policy language. Waiver of Subrogation applies as respects General Liability and Workers Compensation. [VIII-Phoenix]

CERTIFICATE HOLDER

CANCELLATION 90

CITY OF TEMPE
P.O. BOX 5003
31 EAST FIFTH STREET
TEMPE AZ 85280

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Janice E. Bolton



CERTIFICATE OF LIABILITY INSURANCE

6/1/2016

DATE (MM/DD/YYYY)

10/2/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:		
	PHONE (A/C No. Ext):	FAX (A/C No):	
INSURED 1361922 GANNETT FLEMING, INC. PO BOX 67100 HARRISBURG PA 17106-7100	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lexington Insurance Company		19437
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES + **CERTIFICATE NUMBER:** 13699091 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	020720848	6/1/2015	6/1/2016	\$10,000,000 PER CLAIM; \$10,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
1008-060829 Proj No. 6504224; Existing Dam Decommissioning- Tempe Town Lake. [VIII-Phoenix]

CERTIFICATE HOLDER

13699091
CITY OF TEMPE
P.O. BOX 5003
31 EAST FIFTH STREET
TEMPE AZ 85280

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Gannett Fleming, Inc.

Endorsement Effective Date: 02/01/2015

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT, EXECUTED PRIOR TO LOSS TO NAME AS ADDITIONAL INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS REQUIRED BY WRITTEN CONTRACT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Gannett Fleming, Inc.

Endorsement Effective Date: 02/01/2015

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT, EXECUTED PRIOR TO LOSS TO NAME AS ADDITIONAL INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

AS REQUIRED BY WRITTEN CONTRACT

POLICY NUMBER: 201501-29-07-38-4B

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

AS REQUIRED BY WRITTEN CONTRACT

DATE OF ISSUE: 02-06-15

1983 National Council on Compensation Insurance.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

AS REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.